

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program

**DEPARTMENT:** Library Services

**DIVISION:** Administration - Library Services

**AUTHORIZED BY:** Jane Peterson

**CONTACT:** Judy Russell

**EXT:** 1502

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program.

County-wide

Jane Peterson

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**BACKGROUND:**

The Library Services Department utilizes outside organizations/individuals to provide children's programs in the libraries. Per Risk Management and the County Attorney's Office, a personal service agreement and proof of insurance is required. Programmers for Summer 2009 are listed below:

Steve Knight, Nifty Puppets \$1,480.00

Jeffrey Voegele, Mashed Potato Players \$2,200.00

Tim Scarbrough, Lyndel & Company \$2,700.00

Rick Samlin, Tricky Dog Show \$2,500.00

Banks Helfrich, Jiggleman \$2,100.00

The total program cost is \$10,980.00. The Friends of the Library are funding the entire \$10,980.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute Service Agreements with various contractors to provide children's program at the branch libraries as part of the Summer Reading Program.

**ATTACHMENTS:**

1. Steve Knight contract
2. Jeffrey Voegele contract
3. Tim Scarbrough contract
4. Rick Samlin contract
5. Banks Helfrich contract

**Additionally Reviewed By:**☒ County Attorney Review ( Ann Colby )

**ENTERTAINMENT SERVICES AGREEMENT  
SEMINOLE COUNTY SUMMER READING PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **STEVE KNIGHT**, whose mailing address is 600 Florida Avenue, St. Cloud, Florida 34769, hereinafter referred to as "KNIGHT".

**W I T N E S S E T H:**

**WHEREAS**, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational entertainment programs for Seminole County residents; and

**WHEREAS**, KNIGHT desires to provide such programs for Seminole County residents,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, COUNTY and KNIGHT agree as follows:

**SECTION 1. SERVICES PROVIDED BY KNIGHT.** COUNTY hereby retains KNIGHT, and KNIGHT hereby agrees to organize and present eight (8) performances of his show, "Nifty Puppets present the 3 Billy Goats Gruff", for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, July 20, 2009, 10:00 a.m. and 11:00 a.m. - West Branch  
Monday, July 20, 2009, 3:00 p.m. - Central Branch  
Monday, July 20, 2009, 7:00 p.m. - East Branch  
Wednesday, July 22, 2009, 10:00 a.m. and 11:00 a.m. - North Branch  
Wednesday, July 22, 2009, 1:30 p.m. and 3:00 p.m. - Northwest Branch

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY hereby agrees to assist KNIGHT in its presentation of the above referenced programs

by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

**SECTION 3. TERM.** This Agreement shall take effect on the date of its full execution and shall remain in effect through September 30, 2009, unless terminated earlier as provided herein.

**SECTION 4. COMPENSATION.** COUNTY agrees to compensate KNIGHT the total sum of ONE THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,480.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 22, 2009.

**SECTION 5. TERMINATION AND CANCELLATION.** This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.




**SECTION 6. INDEMNIFICATION.**

(a) KNIGHT shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of KNIGHT's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of KNIGHT in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the

Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to KNIGHT by registered or certified mail, return receipt requested. Upon receiving such notice, KNIGHT, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in KNIGHT's defense of any such action, suit, or proceeding.


#### **SECTION 7. INSURANCE.**

(a) During the entire term of this Agreement, KNIGHT shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including  accidental or wrongful death to any one person. KNIGHT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, KNIGHT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in

full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. KNIGHT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued by the Department of Insurance of the State of Florida.

(2) In addition, such  companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, KNIGHT shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as KNIGHT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, KNIGHT shall be deemed to be in breach of this Agreement.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of KNIGHT to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find KNIGHT, his employees, his agents, or his volunteers to be an employee of COUNTY, and KNIGHT shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

**SECTION 9. SUBCONTRACTORS.** KNIGHT shall not enter into subcontracts for any of the services provided for in this Agreement.

**SECTION 10. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.



**SECTION 11. NOTICE.** Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

**For COUNTY:**

Seminole County Library Services Department  
150 N. Oxford Road  
Casselberry, Florida 32707

**For KNIGHT:**

Steve Knight  
600 Florida Avenue  
St. Cloud, Florida 34769


**SECTION 12. ENTIRE AGREEMENT.**


(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all

oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement for the purposes expressed herein.

  
\_\_\_\_\_  
Witness (Signature)  
George Bishop  
\_\_\_\_\_  
Witness (Print Name)  
Carol Nelson  
\_\_\_\_\_  
Witness (Signature)  
Carol Nelson  
\_\_\_\_\_  
Witness (Print Name)

By:   
\_\_\_\_\_  
STEVE KNIGHT

Date: \_\_\_\_\_

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

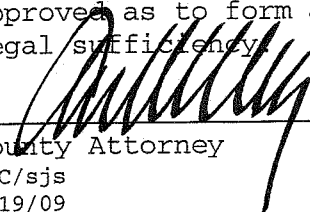
By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency

  
\_\_\_\_\_  
County Attorney

AEC/sjs  
2/19/09

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**ENTERTAINMENT SERVICES AGREEMENT  
SEMINOLE COUNTY SUMMER READING PROGRAM**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **JEFFREY VOEGELE**, whose mailing address is P.O. Box 851, Roseland, Florida 32957, hereinafter referred to as "VOEGELE".

**W I T N E S S E T H:**

**WHEREAS**, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational entertainment programs for Seminole County residents; and

**WHEREAS**, VOEGELE desires to provide such programs for Seminole County residents,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, COUNTY and VOEGELE agree as follows:

**SECTION 1. SERVICES PROVIDED BY VOEGELE.** COUNTY hereby retains VOEGELE, and VOEGELE hereby agrees to organize and present seven (7) performances of his show, The Mashed Potato Players "Parrot Talk", for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, July 13, 2009, 10:00 a.m. and 11:00 a.m. - West Branch  
Monday, July 13, 2009, 3:00 p.m. - Central Branch  
Monday, July 13, 2009, 7:00 p.m. - East Branch  
Wednesday, July 15, 2009, 10:00 a.m. - North Branch  
Wednesday, July 15, 2009, 1:30 p.m. and 3:00 p.m. - Northwest Branch

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY hereby agrees to assist VOEGELE in its presentation of the above referenced programs

by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

**SECTION 3. TERM.** This Agreement shall take effect on the date of its full execution and shall remain in effect through September 30, 2009, unless terminated earlier as provided herein.

**SECTION 4. COMPENSATION.** COUNTY agrees to compensate VOEGELE the total sum of TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,200.00) for the seven (7) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 15, 2009.

**SECTION 5. TERMINATION AND CANCELLATION.** This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.




**SECTION 6. INDEMNIFICATION.**

(a) VOEGELE shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of VOEGELE's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of VOEGELE in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the

Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to VOEGELE by registered or certified mail, return receipt requested. Upon receiving such notice, VOEGELE, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in VOEGELE's defense of any such action, suit, or proceeding.


#### **SECTION 7. INSURANCE.**

(a) During the entire term of this Agreement, VOEGELE shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including  accidental or wrongful death to any one person. VOEGELE shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, VOEGELE shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in

full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. VOEGELE shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance, for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued by the Department of Insurance of the State of Florida.

(2) In addition, such  companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, VOEGELE shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as VOEGELE has replaced the unacceptable insurer with an insurer acceptable to COUNTY, VOEGELE shall be deemed to be in breach of this Agreement.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of VOEGELE to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find VOEGELE, his employees, his agents, or his volunteers to be an employee of COUNTY, and VOEGELE shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

**SECTION 9. SUBCONTRACTORS.** VOEGELE shall not enter into subcontracts for any of the services provided for in this Agreement.

**SECTION 10. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.



**SECTION 11. NOTICE.** Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

**For COUNTY:**

Seminole County Library Services Department  
150 N. Oxford Road  
Casselberry, Florida 32707

**For VOEGELE:**

Jeffrey Voegele  
P.O. Box 851  
Roseland, Florida 32957

**SECTION 12. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

\_\_\_\_\_  
 Witness (Signature)  
 \_\_\_\_\_  
 Patricia Davis  
 \_\_\_\_\_  
 Witness (Print Name)  
 \_\_\_\_\_  
 Julian Maldonado  
 \_\_\_\_\_  
 Witness (Signature)  
 \_\_\_\_\_  
 Julian Maldonado  
 \_\_\_\_\_  
 Witness (Print Name)



Entertainment Services Agreement  
The Mashed Potato Players  
Page 6 of 6

**ENTERTAINMENT SERVICES AGREEMENT  
SEMINOLE COUNTY SUMMER READING PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **TIM SCARBROUGH**, whose mailing address is P.O. Box 593215, Orlando, Florida 32859-3215, hereinafter referred to as "SCARBROUGH".

**W I T N E S S E T H:**

**WHEREAS**, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational entertainment programs for Seminole County residents; and

**WHEREAS**, SCARBROUGH desires to provide such programs for Seminole County residents,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, COUNTY and SCARBROUGH agree as follows:

**SECTION 1. SERVICES PROVIDED BY SCARBROUGH.** COUNTY hereby retains SCARBROUGH, and SCARBROUGH hereby agrees to organize and present nine (9) performances of his show, "Lyndel & Company", for the Seminole County Summer Reading Program. The shows are scheduled as follows:


Monday, June 22, 2009, 10:00 a.m. and 11:30 a.m. - West Branch  
Monday, June 22, 2009, 3:00 p.m. - Central Branch  
Tuesday, June 23, 2009, 1:30 p.m. and 3:00 p.m. - East Branch  
Wednesday, June 24, 2009, 1:30 p.m. and 3:00 p.m. - North Branch  
Thursday, June 25, 2009, 1:30 p.m. and 3:00 p.m. - Northwest Branch

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY hereby agrees to assist SCARBROUGH in its presentation of the above referenced

programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

**SECTION 3. TERM.** This Agreement shall take effect on the date of its full execution and shall remain in effect through September 30, 2009, unless terminated earlier as provided herein.

**SECTION 4. COMPENSATION.** COUNTY agrees to compensate SCARBROUGH the total sum of TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,700.00) for the nine (9) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 25, 2009.

**SECTION 5. TERMINATION AND CANCELLATION.** This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty  (30) days written notice delivered to the other party.

**SECTION 6. INDEMNIFICATION.**

(a) SCARBROUGH shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of SCARBROUGH's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of SCARBROUGH in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.



(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to SCARBROUGH by registered or certified mail, return receipt requested. Upon receiving such notice, SCARBROUGH, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in SCARBROUGH's defense of any such action, suit, or proceeding.

#### **SECTION 7. INSURANCE.**

(a) During the entire term of this Agreement, SCARBROUGH shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. SCARBROUGH shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, SCARBROUGH shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. SCARBROUGH shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, SCARBROUGH shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as

SCARBROUGH has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SCARBROUGH shall be deemed to be in breach of this Agreement.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of SCARBROUGH to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find SCARBROUGH, his employees, his agents, or his volunteers to be an employee of COUNTY, and SCARBROUGH shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

**SECTION 9. SUBCONTRACTORS.** SCARBROUGH shall not enter into subcontracts for any of the services  provided for in this Agreement.

**SECTION 10. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

**SECTION 11. NOTICE.** Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

**For COUNTY:**

Seminole County Library Services Department  
150 N. Oxford Road  
Casselberry, Florida 32707

**For SCARBROUGH:**

Tim Scarbrough  
Lyndel & Company  
P.O. Box 593215  
Orlando, Florida 32859-3215

**SECTION 12. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement for the purposes expressed herein.

*Gene F. Bass*  
Witness (Signature)

Gene F. Bass  
Witness (Print Name)

*Leia Bass*  
Witness (Signature)

Leia Bass  
Witness (Print Name)

By: *Tim Scarbrough*

TIM SCARBROUGH



Date: April 12, 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

*[Signature]*  
County Attorney

AEC/sjs

2/19/09

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**ENTERTAINMENT SERVICES AGREEMENT  
SEMINOLE COUNTY SUMMER READING PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **RICK SAMLIN**, whose mailing address is 1648 San Charles Drive, Dunedin, Florida 34698, hereinafter referred to as "SAMLIN".

**W I T N E S S E T H:**

**WHEREAS**, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational entertainment programs for Seminole County residents; and

**WHEREAS**, SAMLIN desires to provide such programs for Seminole County residents,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, COUNTY and SAMLIN agree as follows:

**SECTION 1. SERVICES PROVIDED BY SAMLIN.** COUNTY hereby retains SAMLIN, and SAMLIN hereby agrees to organize and present nine (9) performances of his show, "The Tricky Dog Show", for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, June 15, 2009, 10:00 a.m. and 11:00 a.m. - West Branch  
Monday, June 15, 2009, 3:00 p.m. - Central Branch  
Tuesday, June 16, 2009, 1:30 p.m. and 3:00 p.m. - East Branch  
Wednesday, June 17, 2009, 1:30 p.m. and 3:00 p.m. - North Branch  
Thursday, June 18, 2009, 1:30 p.m. and 3:00 p.m. - Northwest Branch

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY hereby agrees to assist SAMLIN in its presentation of the above referenced programs

by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

**SECTION 3. TERM.** This Agreement shall take effect on the date of its full execution and shall remain in effect through September 30, 2009, unless terminated earlier as provided herein.

**SECTION 4. COMPENSATION.** COUNTY agrees to compensate SAMLIN the total sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) for the nine (9) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 18, 2009.

**SECTION 5. TERMINATION AND CANCELLATION.** This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.



**SECTION 6. INDEMNIFICATION.**

(a) SAMLIN shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of SAMLIN's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of SAMLIN in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the

Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to SAMLIN by registered or certified mail, return receipt requested. Upon receiving such notice, SAMLIN, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in SAMLIN's defense of any such action, suit, or proceeding.


#### **SECTION 7. INSURANCE.**

(a) During the entire term of this Agreement, SAMLIN shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. SAMLIN shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, SAMLIN shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in

full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. SAMLIN shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued by the Department of Insurance of the State of Florida.

(2) In addition, such  companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, SAMLIN shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SAMLIN has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SAMLIN shall be deemed to be in breach of this Agreement.



**SECTION 8. INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of SAMLIN to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find SAMLIN, his employees, his agents, or his volunteers to be an employee of COUNTY, and SAMLIN shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

**SECTION 9. SUBCONTRACTORS.** SAMLIN shall not enter into subcontracts for any of the services provided for in this Agreement.

**SECTION 10. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.



**SECTION 11. NOTICE.** Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

**For COUNTY:**

Seminole County Library Services Department  
150 N. Oxford Road  
Casselberry, Florida 32707

**For SAMLIN:**

Rick Samlin  
1648 San Charles Drive  
Dunedin, Florida 34698

**SECTION 12. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all

oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

\* em Dupont  
Witness (Signature)  
E M DUPONT  
Witness (Print Name)  
(Signature)  
Witness (Signature)  
VINCENT D WICINSKI  
Witness (Print Name)

By: (Signature)  
RICK SAMLIN

Date: 3/24/09



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency

(Signature)  
County Attorney

AEC/sjs  
2/19/09

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**ENTERTAINMENT SERVICES AGREEMENT  
SEMINOLE COUNTY SUMMER READING PROGRAM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **BANKS HELFRICH**, whose mailing address is 4811 South Fern Creek Avenue, Orlando, Florida 32806-78365, hereinafter referred to as "HELFRICH".

**W I T N E S S E T H:**

**WHEREAS**, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational entertainment programs for Seminole County residents; and

**WHEREAS**, HELFRICH desires to provide such programs for Seminole County residents,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, COUNTY and HELFRICH agree as follows:

**SECTION 1. SERVICES PROVIDED BY HELFRICH.** COUNTY hereby retains HELFRICH, and HELFRICH hereby agrees to organize and present seven (7) performances of his show, "Banks Helfrich, Jiggleman", for the Seminole County Summer Reading Program. The shows are scheduled as follows:


Monday, July 6, 2009, 10:00 a.m. and 11:00 a.m. - West Branch  
Monday, July 6, 2009, 3:00 p.m. - Central Branch  
Tuesday, July 7, 2009, 1:30 p.m. and 3:00 p.m. - East Branch  
Wednesday, July 8, 2009, 7:00 p.m. - North Branch  
Thursday, July 9, 2009, 7:00 p.m. - Northwest Branch

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY hereby agrees to assist HELFRICH in its presentation of the above referenced

programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

**SECTION 3. TERM.** This Agreement shall take effect on the date of its full execution and shall remain in effect through September 30, 2009, unless terminated earlier as provided herein.

**SECTION 4. COMPENSATION.** COUNTY agrees to compensate HELFRICH the total sum of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,100.00) for the seven (7) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 9, 2009.


**SECTION 5. TERMINATION AND CANCELLATION.** This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty  (30) days written notice delivered to the other party.

**SECTION 6. INDEMNIFICATION.**

(a) HELFRICH shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of HELFRICH's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of HELFRICH in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to HELFRICH by registered or certified mail, return receipt requested. Upon receiving such notice, HELFRICH, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in HELFRICH's defense of any such action, suit, or proceeding.

#### **SECTION 7. INSURANCE.**

(a) During the entire term of this Agreement, HELFRICH shall, at his sole expense, obtain and maintain  general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for injuries including accidental or wrongful death to any one person. HELFRICH shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, HELFRICH shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. HELFRICH shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued by the Department of Insurance of the State of Florida.


(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, HELFRICH shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as HELFRICH

has replaced the unacceptable insurer with an insurer acceptable to COUNTY, HELFRICH shall be deemed to be in breach of this Agreement.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of HELFRICH to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find HELFRICH, his employees, his agents, or his volunteers to be an employee of COUNTY, and HELFRICH shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

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**For COUNTY:**

Seminole County Library Services Department  
150 N. Oxford Road  
Casselberry, Florida 32707

**For HELFRICH:**

Banks Helfrich  
4811 South Fern Creek Avenue  
Orlando, Florida 32806-7836

**SECTION 12. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Grace Helfrich  
Witness (Signature)  
Grace Helfrich  
Witness (Print Name)  
Berk Helfrich  
Witness (Signature)  
Berk Helfrich  
Witness (Print Name)

By: G/B/H  
BANKS HELFRICH  
Date: 3/24/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

[Signature]  
County Attorney

AEC/sjs  
2/19/09

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